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To: Diana B. Johannsen
Date: July 25, 2003
Company: US PTO, TC1600
Pages: ~~18~~ (including cover sheet)
20

Fax Number: 703-872-9306
From: Sandra L. Shaner, Reg. 47,934
Subject: 10/085,612

Examiner Johannsen,
Attached to this fax are PTO Forms 81, 82 and 96 from each of the two assignees of this application, revoking the previous power of attorney and appointing the practitioners at Customer No. 25108 to prosecute the above identified application. Also attached are the following 3 supporting documents for the 3.73(b) statement documenting the assignment to Genaisance Pharmaceuticals: Employment, Confidential Information and Invention Assignment Agreement of Marco Guida with PPGx (5 pages); Certificate of Amendment of Amending and Restated Certificate of Incorporation of PPGx, Inc. (2 pages); Certificate of Ownership and Merger Merging DNA Sciences Laboratories, Inc. into DNA Sciences, Inc.

Certificate of Facsimile Transmission

I hereby certify under 37 C.F.R. § 1.8 that this correspondence is being transmitted by facsimile to the United States Patent and Trademark Office, Commissioner for Patents, TC 1600, at (703) 872-9306, on July 25, 2003.


Eileen McCaughey

The document(s) accompanying this facsimile may contain information from Genaisance Pharmaceuticals that is confidential, proprietary, and/or legally privileged. The information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this faxed information is strictly prohibited, and the document(s) should be returned to this company immediately. If you have received this fax in error, please notify us by telephone immediately, so that Genaisance may arrange for the return of the original document(s) at no cost to you.

PTO/SB/82 (05-03)

Approved for use through 11/30/2005, OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	10/085,612
Filing Date	February 26, 2002
First Named Inventor	Marco Guida
Art Unit	1634
Examiner Name	Diana B. Johannsen
Attorney Docket Number	4389-5-C1

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☒ A power of Attorney or Authorization of Agent is submitted herewith.

OR

☐ Please change the correspondence address for the above-identified application to:

☐ Customer Number



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<input type="checkbox"/> Firm or Individual Name			
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City			
Country	State	Zip	
Telephone	Fax		

I am the:

an

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Name	Robert L. Taber		
Signature			
Date	7-17-03	Telephone	(919) 684-3628

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☒ *Total of 2 forms are submitted.

This collection of information is required by 37 CFR 1.38. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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PTO/SB/81 (05-03)

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**POWER OF ATTORNEY OR
AUTHORIZATION OF AGENT**

Application Number	10/085,612
Filing Date	February 26, 2002
First Named Inventor	Marco Guida
Title	See 1 in Addendum
Art Unit	1634
Examiner Name	Diana B. Johamsen
Attorney Docket Number	4389-5-C1

I hereby appoint:

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25106

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☐ Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

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☐ Applicant/Inventor.☐ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).**SIGNATURE of Applicant or Assignee of Record**Name Robert L. TaberSignature [Signature]Date 7-17-03

Telephone

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 2 forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 2 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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Received from < > at 7/25/03 12:16:22 PM [Eastern Daylight Time]

Addendum

- 1. Methods for Evaluating the Ability to Metabolize Pharmaceuticals and Compositions Therefor**

PTO/SB/98 (04-03)

Approved for use through 04/30/2003. OMB 0851-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Duke UniversityApplication No./Patent No.: 10/085,612 Filed/Issue Date: February 26, 2002Entitled: Methods for Evaluating the Ability to Metabolize Pharmaceuticals and Compositions ThereforDuke University

(Name of Assignee)

University

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☒ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is 50 %
in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 013064, Frame 0423, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

7-17-03

Date

(919) 684-3628

Telephone number

Robert L. Taber

Typed or printed name

Signature

Vice Chancellor of Science and Technology Development

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PTO/SB/82 (05-09)

Approved for use through 11/30/2005, OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	10/085,612
Filing Date	02/26/2002
First Named Inventor	Marco Guida
Art Unit	1634
Examiner Name	Diana B. Johannsen
Attorney Docket Number	4389-S-C1

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

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an

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Name

Melodie W. Henderson

Signature

Melodie W. Henderson

Date

July 8, 2003

Telephone

(203) 773-1450

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☒ Total of 2 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS, SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PTO/SB/81 (05-03)

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**POWER OF ATTORNEY OR
AUTHORIZATION OF AGENT**

Application Number	10/085,612
Filing Date	February 26, 2002
First Named Inventor	Marco Guida
Title	See 1 in Addendum
Art Unit	1634
Examiner Name	Diana B. Johannsen
Attorney Docket Number	4389-5-C1

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☒ Practitioners at Customer Number

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☐ Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

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☐ Practitioners at Customer Number.Place Customer
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☐ Firm or
Individual Name

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State

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Fax

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).**SIGNATURE of Applicant or Assignee of Record**Name Melodie W. HendersonSignature Melodie W. HendersonDate July 8, 2003Telephone 203-773-1450

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ *Total of 2 forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 36 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Addendum

1. **Methods for Evaluating the Ability to Metabolize Pharmaceuticals and Compositions Therefor**

PTO/SB/95 (04-08)

Approved for use through 04/30/2009, OMB 0551-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Genaissance Pharmaceuticals, Inc.Application No./Patent No.: 10/085,612 Filed/Issue Date: February 26, 2002Entitled: Methods for Evaluating the Ability to Metabolize Pharmaceuticals and Compositions ThereforGenaissance Pharmaceuticals, Inc., aCorporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or2. ☒ an assignee of less than the entire right, title and interest.The extent (by percentage) of its ownership interest is 50 %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:1. From: Jeff Hall To: DNA Sciences, Inc.The document was recorded in the United States Patent and Trademark Office at Reel 013064, Frame 0843, or for which a copy thereof is attached.2. From: Marco Guida To: PPGx, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: PPGx, Inc. To: DNA Sciences Laboratories, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

July 25, 2003

Date

(203) 773-1450

Telephone number

Melodie W. Henderson

Typed or printed name

Melodie W. Henderson

Signature

Vice President Intellectual Capital & Licensing

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Applicant/Patent Owner: Genaissance Pharmaceuticals, Inc.
Applicant/Patent No.: 10/085,612
Entitled: Methods for Evaluating the Ability to Metabolize Pharmaceuticals and Compositions Therefor
Name of Assignee: Genaissance Pharmaceuticals, Inc.

SUPPLEMENTAL SHEET TO STATEMENT UNDER 37 CFR 3.73 (b)
Additional Documents in the Chain of Title

The following is a continuation of the chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

4. From: DNA Sciences Laboratories To: DNA Sciences, Inc.
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
5. From: DNA Sciences, Inc. To: Genaissance Pharmaceuticals, Inc.
The document was recorded in the Patent and Trademark Office at
Reel 013746, Frame 0311, or for which a copy thereof is attached.
6. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
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13. From: _____ To: _____
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PPGX

EMPLOYMENT, CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

As a condition of my employment with PPGX. ("PPGX"), and in consideration of my employment with PPGX and my receipt of the compensation now and hereafter paid to me by PPGX, I agree to the following:

1. At-Will Employment

I understand and acknowledge that my employment with PPGX is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without cause, at the option of either PPGX or myself, with or without notice.

2. Confidential Information**(a) PPGX and Third Party Information**

I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of PPGX, or to disclose to any person, firm or corporation, without written authorization of an officer of PPGX, any Confidential Information of PPGX. I understand that "Confidential Information" means any PPGX proprietary information, technical data, trade secrets or know-how, including, but not limited to, research and product plans, products services, customer lists and customers (including, but not limited to, customers of PPGX on whom I called or with whom I became acquainted during the term of my employment), markets, developments, inventions, processes, formulas, technology, marketing, finances or other business information disclosed to me by PPGX either directly or indirectly in writing, orally or otherwise. I recognize that PPGX has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on PPGX' part to maintain the confidentiality of such information and to use it only for certain limited purposes, and I understand that such information is also Confidential Information. I further understand that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) Former Employer Information

I agree that I will not, during my employment with PPGX, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of PPGX any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

3. Inventions

(a) Inventions Retained and Licensed

I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets that were made by me prior to my employment with PPGX (collectively referred to as "Prior Inventions"), that belong to me, that relate to PPGX' proposed business, products or research and development, and that are not assigned to PPGX hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of employment with PPGX, I incorporate into PPGX product, process or machine a Prior Invention owned by me or in which I have an interest, PPGX is hereby granted and will have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license, with the right to grant sublicenses, to make, have made, modify, use, and sell such Prior Invention as part or in connection with such product, process or machine.

(b) Assignment of Inventions

I agree that I will promptly make full written disclosure to PPGX, and will hold in trust for the sole right and benefit of PPGX, and hereby assign to PPGX, or its designee, all of my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, that I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of PPGX (collectively referred to as "Inventions"), except as provided in Section 3(e) below. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with PPGX and that are protectable by copyright and works made for hire, as that term is defined in the United States Copyright Act.

(c) Maintenance of Records

I agree to keep and maintain adequate and current written records of all inventions made by me (solely or jointly with others) during the term of my employment with PPGX. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PPGX. The records will be available to and remain the sole property of PPGX at all times.

(d) Patent and Copyright Registrations

I agree to assist PPGX, or its designee, at PPGX' expense, in every way to secure PPGX' rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including disclosing to PPGX all pertinent information and data with respect thereto, and executing all applications, specifications, oaths, assignments and all other instruments that PPGX shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to PPGX, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other

intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers will continue after the termination of this Agreement. If PPGX is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to PPGX as above, then I hereby irrevocably designate and appoint PPGX and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(e) Exception to Assignments

I understand that the provisions of this Agreement requiring assignment of Inventions to PPGX do not apply to any invention that qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B). I will advise PPGX promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and that are not otherwise disclosed in Exhibit A.

4. Conflicting Employment

I agree that, during the term of my employment with PPGX, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which PPGX is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to PPGX.

5. Returning PPGX Documents

I agree that, at the time of leaving the employ of PPGX, I will deliver to PPGX (and will not keep in my possession, recreate or deliver to anyone else) and all documents or property, or reproductions of any such documents or property, developed by me pursuant to my employment with PPGX or otherwise belonging to PPGX, its successors or assigns.

6. Solicitation of Employees

I agree that for a period of twelve (12) months immediately following the termination of my relationship with PPGX for any reason, whether with or without cause, I will not either directly or indirectly solicit, induce, recruit or encourage any of PPGX' employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of PPGX, either for myself or for any other person or entity.

7. Representations

I agree to execute any proper oath or verify and proper document requested by PPGX to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by PPGX. I have not entered into, and I agree I will not enter into, and oral or written agreement in conflict with the terms of this Agreement.

8. Arbitration and Equitable Relief**(a) Arbitration**

Except as provided in Section 8(b) below, I agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, will be settled by arbitration to be held in San Mateo County, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. PPGX and I will each pay one-half of the costs and expenses of such arbitration, and each of us will separately pay our counsel fees and expenses.

(b) Equitable Remedies

I agree that it would be impossible or inadequate to measure and calculate PPGX' damages for any breach of the covenants set forth in Sections 2,3, and 5 herein. Accordingly, I agree that if I breach my obligations under any of such Sections, PPGX will have, in addition to any other right or remedy available, the right to obtain injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security will be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance. I hereby further consent to the personal jurisdiction of the state and federal courts located in California for any lawsuit filed there against me by PPGX arising from or relating to this Agreement.

9. General Provisions**(a) Governing Law**

This agreement will be governed by the laws of the State of California without reference to conflicts of laws principles.

(b) Entire Agreement

This Agreement sets forth the entire agreement and understanding between PPGX and me relating to the subject matter hereof and merges all prior discussions between us. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(c) Severability

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.


(d) Successors and Assigns

This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of PPGX, its successors, and its assigns.

Date: 2/10/99

Signature: 

MARCO GUIDA
Name of Employee (typed or printed)

PPGX.
Name: 
Print Name: Natalie J. Warner
Title: (CEO)

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/19/2001
010190547 - 2982381

**CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
PPGX, INC.**

PPGX, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: The name of the Corporation is PPGX, INC.

SECOND: The date on which the Certificate of Incorporation of the Corporation was originally filed with the Secretary of State of the State of Delaware is January 25, 1999.

THIRD: The Board of Directors of the Corporation, acting in accordance with the provisions of Sections 141 and 242 of the General Corporation Law of the State of Delaware, adopted resolutions amending its Certificate of Incorporation as follows:

Article I shall be amended and restated to read in its entirety as follows:

"The name of the corporation is DNA Sciences Laboratories, Inc.
(the "Corporation" or the "Company")."

FOURTH: Thereafter pursuant to a resolution of the Board of Directors, this Certificate of Amendment was submitted to the stockholders of the Corporation for their approval, and was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its President and attested to by its Secretary this 12th day of April, 2001.

PPGX, INC.

By: 
Steven B. Lehrer, President

ATTEST:


Susan D. Berland, Secretary

15h2m v1/HN
3-19011.DOC

State of Delaware
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PPGX, INC.", CHANGING ITS NAME FROM "PPGX, INC." TO "DNA SCIENCES LABORATORIES, INC.", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF APRIL, A.D. 2001, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2982381 8100

AUTHENTICATION: 1288609

010389886

DATE: 08-09-01

**CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
DNA SCIENCES LABORATORIES, INC.
INTO
DNA SCIENCES, INC.**

(Pursuant to Section 253 of the Delaware General Corporation Law)

DNA Sciences, Inc., a Delaware corporation (the "Corporation"), does hereby certify:

FIRST: That the Corporation is incorporated pursuant to the Delaware General Corporation Law.

SECOND: That the Corporation owns all of the outstanding shares of each class of the capital stock of DNA Sciences Laboratories, Inc. (the "Subsidiary"), a Delaware corporation.

THIRD: That the Corporation, by the following resolutions of its Board of Directors, duly adopted on the 30th day of September 2002, determined to merge into itself the Subsidiary on the conditions set forth in such resolutions:

RESOLVED, that the Corporation merge into itself its subsidiary DNA Sciences Laboratories, Inc. (the "Subsidiary"), with the Corporation being the surviving corporation of such merger (the "Merger") and acquiring thereby all the assets and properties of the Subsidiary and assuming all of the liabilities and obligations of the Subsidiary;

RESOLVED FURTHER, that the Merger shall become effective on the close of business on September 30, 2002; and

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed, for and on behalf of the Corporation, to cause the Corporation to execute, deliver and file with the Delaware Secretary of State, a Certificate of Ownership and Merger, and to execute, deliver and file such additional documents or perform such acts as are determined to be necessary or appropriate to carry out the Merger as described above.

FOURTH: The name of surviving corporation is DNA Sciences, Inc.

FIFTH: The Certificate of Incorporation of DNA Sciences, Inc., as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the Delaware General Corporation Law.

SIXTH: The Merger shall become effective on the close of business on September 30, 2002.

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/30/2002
030607323 - 2895068

10/01/2002 TUE 12:14 [TX/RX NO 6641] 003

Received from < > at 7/25/03 12:16:22 PM [Eastern Daylight Time]


IN WITNESS WHEREOF, said Corporation has caused this certificate to be executed in its corporate name as of this 27th day of September, 2003.

DNA SCIENCES, INC.

By: 

Steven B. Leher, President, COO

ATTEST:


Susan D. Berland
Secretary

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10/01/2002 TUE 12:14 [TX/RX NO 66411] 004

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Delaware

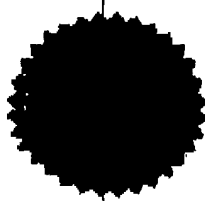
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"DNA SCIENCES LABORATORIES, INC.", A DELAWARE CORPORATION, WITH AND INTO "DNA SCIENCES, INC." UNDER THE NAME OF "DNA SCIENCES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF SEPTEMBER, A.D. 2002, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2898068 8100M

020607323

AUTHENTICATION: 2812339

DATE: 10-01-02

10/01/2002 TUE 12:14 [TX/RX NO 6541] 002